BILL NO. S-87-04-27

SPECIAL ORDINANCE NO. S-87-87

AN ORDINANCE approving the Contract for Ornamental Street Lighting #185-87 - Kenwood Avenue, between the City of Fort Wayne, Indiana and The Weikel Line Co., Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract, between the City of Fort Wayne, by and through its Board of Public Works and Safety and The Weikel Line Co., Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

an underground ornamental lighting system for Kenwood Avenue from North Anthony Blvd. to Leroy Avenue;

the Contract price is Seven Thousand Eight Hundred Sixty-Seven and 50/100 Dollars ($7,867.50).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract, on March 24, 1987. Two (2) copies of the Contract, attached hereto, are on file with the City Clerk, and are made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the ~~first~~ time in full and on motion by Redd seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 4-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd seconded by Eisbart, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. G-87-87 on the 28th day of April, 1987,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of April, 1987, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May, 1987, at the hour of 4:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

Invitation For Bids/Award of Contract*

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: KENWOOD AVENUE CONTRACT#: 185-87

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
		Plans and Specifications
X		Drawings
X		SPECIFICATION AND SPECIAL PROVISION

ATTACHMENTS

X		Anti-Apartheid Ordinance
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		State Board of Accounts Form 96A
X		Certificate in Lieu of Form 96A
X		Prevailing Wage Scale - State of Indiana
		Payment Bond
		Warranty Bond
X		CERTIFICATION OF NON SEGREGATED FACILITIES
X		BARRICADES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days ____%	20 Calendar Days ____%	30 Calendar Days ____%	Other ____%

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

* * * * * * *

BID SUBMITTED

THE WEIKEL LINE CO. INC

CONTRACTOR

BY: DON WALDROP

ITS: V-PRES

D.W. Waldrop

OFFER DATE: 3-11-87

BIDDER AGREES TO KEEP BID OPEN FOR ACCEPTANCE FOR ____ (90 days unless otherwise specified)

COMPLIANCE: J. Adams

O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

Rosetta R. Smith

D.D. Comstock

CITY OF FORT WAYNE

MAYOR

AWARD DATE: 3-18-87

DATE

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. WESTACRES NURSERY	2923 BURMA Rd	LANDSCAPING
2.		
3.		

D. The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: AT THE PRESENT TIME WE HAVE BEEN UNABLE TO LOCATE A WBE OWNED FIRM FOR THIS TYPE WORK - BUT ARE OPEN FOR SUGGESTIONS -
2. We have taken the following steps in an attempt to comply with these participation goals: RESEARCHED QUALIFIED CONTRACTOR'S LIST

(attach additional sheets as necessary)

Contractor THE WEIKEL LINE CO. INC Contractor _____

By DON WALDROP By _____

Its V-PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 25% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: N/A.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

N/A

(attach additional sheets if necessary)

Contractor THE WEIKEL LINE CO, INC

By DON WALDROP

Its V-PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

KENWOOD AVENUE

All work will be performed in accordance with: Resolution #185-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of $20.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 102* days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted. * ALL WORK MUST BE COMPLETED BY AUGUST 15, 1987

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day for each and every day after ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____day of _____ 198____.

Firm Name: _____

By: _____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 11 day of MARCH, 1987.

THE WEIKEL LINE CO. INC
Name of Corporation

By: Don Weikel
President

ATTEST: Dated March 11-87
C. Victor Degen
Comm Expires 5-17-89

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

RESOLUTION NUMBER 109-87 DATE 3/12/87

PROJECT NAME: Kenwood Avenue

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
001	Install 16' Black Aluminum Pole 4' Deep with POle Set	13 EA	100.00	1300 00
002	Install TC 100R Luminaire & Lamp	13 EA	60.00	780 00
003	Trench in Earth 20" Deep	926 LF	.90	833 40
004	Bore or Push 1½" Tubing under Street, Alleys, Drivers, Sidewalks, Trees, Etc.	784 LF	5.00	3920 00
005	Install 2/C#6 in Trench and/or Conduit	1,900 LF	.35	665 00
006	Fine Grading, Seeding, & Mulching	926 LF	.35	324 10
007	Install 10' Riser SEction & "E11"	1 EA	45.00	45 00
	TOTAL CONTRACTORS BID			7867 50

THE REIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

J.A.W. S.L.E. 3/14/87

KENWOOD AVENUE RES. 185-87

STREET LIGHTING MATERIAL LIST

☒ NEW CONSTRUCTION
☐ MAINT.

Stock No	ISS'D	REQ'D	MAST ARMS
14-31			6 Ft. Wood Pole
14-33			30" " "
14-34			4 FT. " "
14-36			6 FT " "
14-37			8 FT " "
14-38			12 FT. 1¼" "
14-40			16 FT 1¼ " "
14-43			6 FT 2" " "
14-45			12 FT 2" " "
14-46			16 FT 2" " "
14-166			6 FT 2" Concrete Pole
14-172			15 FT 2" " "
14-485			11 FT 10" 2" Alum Pole
14-489			8 FT Camb Traffic & Lighting
14-480			6 FT 2" For Alum. Pole
14-482			8 FT 2" " " "
14-497			15 FT 2" For Soft Pole
14-492			8 FT. For 14-490 Pole
			FIXTURES
14-69			PMA-117
14-104			175 Watt Town & Country
14-138			400 " " " "
14-175			SING. STYLEAIRE
14-176			TWIN STYLEAIRE
14-342			400 Watt MERC W/PC.
14-345			400 " " N/PC.
14-357			6 SIDED HADCO 175W
14-358			175 W LAWN AIRE
14-362			4 SIDED HADCO
14-356			175 W PACKAGE Light.
14-365			175 W. W/PC.
14-366			175 W OPEN
14-367			175 W N/PC.
		13	100 W. Sodium T/C
			150 W " ENCLOSED
14-364			250W " "
14-365			400W " "
14-366			1000 W " "
14-387			250 W " ELEC
			400 W. FLOOD MERC.
			1000 W " "
			1500W QUARTZ M.B.
			" " N.B.
			" " W.B.
			2 LAMP FLUR.
			4 " "
			Socket Position
			POLES
14-71			18Ft FOR RMA
14-149			25 Ft ALUM FOR TRANS BASE
14-163			25 FT. Concrete (IN LINE)
14-163X			" " " (DEAD END)
14-164			28FT " "
14-165			28FT " (IN LINE)
14-174			27 FT " Bolt Down
14-450		13	16 FT EMBEDDED BLK
14-452			16 FT " SILVER
14-454			12 FT ANCHOR BASE BLK.
14-456			12 FT " " SILVER.
14-458			8 FT " " BLK
14-470			30' " " UNDERGROUND
14-472			30' " " O.H. IN LINE
14-474			30' " " " DEAD END
14-476			35' " " UNDERGROUND
14-478			35' " " 2-BKT
14-479			35' " " 1-BKT
14-490			35' " " TRANS. BASE
14-491			TRANS BASE - 35' POLE
14-495			50' ALUM. W/TRANS. BASE
14-496			TRANS BASE - 50' M POLE

Stock No.	ISS'D	REQ'D	WIRE
4-100			2/c #12 UF
4-120			3/c #10 UF
4-156			1/c #8 UF
4-188			#8 VULKENE
4-360			2/c #6 ALUM.
4-363			3/c #4 ALUM.
4-350			1/c #4 UF
4-355			2/c #4 UF
4-340			3/c #2 DUCT CABLE
18-44		325	1/c #12 TW
		2000	2/C#6 AWG UF
			CONDUIT
5-10			½"
5-11			¾"
5-12			1"
5-13			1¼"
5-14			1½"
5-15		30	2"
21-83			2" PLASTIC
19-291		800	1½" TUBING
			CONTROLS
		1	30 AMP
			40 AMP
			60 AMP
			100 AMP.
			PHOTO CELLS
			1000 WATT 120 Volt.
		1	1500 WATT 120 Volt
			1000 WATT 240 Volt
			SHORTING CAP.
			MISC.
3-20			J. HOOK
3-21			GRIP
19-267		5	TAPE (88)
		26	OB-22 Fittings
		26	C-5 Covers
		65	#6 AWG Groundwire
		1	2" 90° Ell
		6	Pipe Strapes

DATE | RECEIVED BY | 55889 WORK ORDER | 3/11/87 DATE | ISSUED BY

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Don Waldrop	447-4778
Don Weikel	657-5877
Don Campbell	447-2434
Steve Hertig	482-0628 (VOICE PAGE)

THE WEIKEL LINE CO., INC.
Contractor

THE WEIKEL LINE CO. CORPORATE SEAL INC. 1977 INDIANA

Resolution No. 185-87

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and _____

_____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

CORPORATE SEAL INC. INC. NOV. 14 1977 INDIANA

Don Weikel - Pres

Don Winkel

Don Waldrop - V-Pres

D Waldrop

Subscribed and sworn to before me by Don Weikel -

this 11 day of March, 19 87.

C. Walter DeGrew

Notary Public

My Commission Expires: 5-17-89

Subscribed and sworn to before me by Don Waldrop -

this 11 day of March, 19 87.

C. Walter DeGrew

Notary Public

My Commission Expires: 5-17-89

Subscribed and sworn to before me by _____

this _____ day of _____, 19 ___.

_____

Notary Public

My Commission Expires: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 3-11, 1987 THE WEIKEL LINE Co. Inc
(Name of Bidder)

By DON WALDROP

Official Address (including ZIP code):

V-PRES
Title

BOX 278

WOODBURN, IN
46797

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

It is the policy of THE WEIKEL LINE CO, INC (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy THE WEIKEL LINE CO INC (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The THE WEIKEL LINE CO INC (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

THE WEIKEL LINE CO INC
(Name of Company)

D. W. Waldrop
(Signature of Company Official)

3-11-87
(Date)

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of THE WEIKEL LINE CO. INC, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of THE WEIKEL LINE CO. INC, that THE WEIKEL LINE CO. INC does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 11 day of MARCH, 1987.

THE WEIKEL LINE CO. INC
(Name of Bidder/Vendor)

DON WALDROP, V-PRES
(Name and Title of Person Signing)

D Waldrop

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Don Waldrop (name), the V-Pres (position) of The Weikel Line Co, Inc (company)

hereby certify:

(1) That the Financial Statement of said company, dated the March day of 31, 1986, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(?) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: 3-11-87

Don Waldrop
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 11 day of March, 1987.

C. Victor Degeiv

My commission expires:

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we THE WEIKEL LINE COMPANY, INC. as principal and THE CINCINNATI INSURANCE COMPANY and as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of 10% of Maximum Bid - - - - - - - - - - - - - - - - - - Dollars ($ - - - - - - - -) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this 11th day of March, 19 87 .

The condition of this obligation is such that if the accompanying bid or proposal of installing street lights Kenwood Avenue Resolution #185-87 made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this 11th day of March, 19 87 .

THE WEIKEL LINE COMPANY, INC.

By: _____
Principal

THE CINCINNATI INSURANCE COMPANY

_____
Donald R Rush, Attorney-in-fact
Surety

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;
Fred L. Tagtmeyer and/or Donald E. Douglass

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Daniel J. McCarthy
Senior Vice President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon
HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 11th day of March 19 87

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Robert J. Dunham
Secretary and Treasurer

BN-1005 (6/84)

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, _____ as principal

and _____

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum

of _____DOLLARS ($_____),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at _____, this _____

day of _____, 19____.

The condition of this obligation is such that if the accompanying bid or proposal of _____

_____

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at _____

this _____ day of _____, 19____.

_____ _____

_____ *_____

Principal Surety

*If signed by an agent appropriate power of attorney shall be attached

"NOTICE TO BIDDERS"

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete all documents will result in your bid being determined incomplete and may be reason for the City of Fort Wayne to disallow your bid:

Documents required with each bid:

1. MBE/WBE Participation Goal Statement
2. Minority/Female Hourly Utilization Goal
3. Certificate of Non-Segregated Facilities (Federally Assisted Projects Only)
4. Non-Collusion Affadivit
5. Bidder's Bond
6. State Board of Accounts Form 96-A or
7. Certificate in Lieu of Financial Statement (If Form 96-A has been submitted with previous bids.)

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

March 11 19 87
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock EST on the 11th day of March, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Kenwood Avenue - Res. 185-87

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders recrod in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive,and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ten percent (10 %) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☒ (b) Prequalification Statement
(c) CONSTRUCTION OPERATION SCHEDULE & COMPLETION DATE
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. ____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. ____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____
(date) (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☒ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

GENERAL PROVISIONS*
Board of Public Works and Safety
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☑ 3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain 10 % (ten percent (10%) if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of $100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is 50 % (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it ☐ will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire--brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During contruction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars ($5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec.15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars ($10.00) per day, nor more than One Thousand Dollars ($1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Engineering Dept.

Resolution # 185-87

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana, or an agent appointed by said Board.

The plans for this project, entitled

KENWOOD AVENUE

Public Safety

If at any time, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall

at all times keep the work site clean and free of dust.

Co-operation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to co-operate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling I.U.P.P.S. 1-800-382-5544.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the contract documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot, to be furnished by the contractor. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, driveways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller

(O. D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq. ft. chewing fescue; 2 lbs./1000 sq. ft. perennial rye; 2 lbs./1000 sq. ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Foundation

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.

2. That the cable coding at all the termination points is consistent with cable coding at the supply point.

3. That the power cables are not crossed with the Neutral or with each other.

4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such poritons as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be in-

stalled in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

Progress Payments

This project is being financed by the Barrett Law revolving fund whereby the property owner will contribute $3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to hold all bonds which may be issued in payment of the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer, and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90%) of the monthly estimate or the original contract sum which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Controls

Contractor will install ", 90 ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

REMOVAL

The City of Fort Wayne Maintenance Contractor will be responsible for removal of existing street light poles, fixtures, mast arms, etc., on the streets only in this area.

SALVAGE

All removal items designated as salvagable by the project engineer shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor. (See removal).

WAGE SCALE

There are two (2) wage scales enclosed in the bid document, Indiana-Fort Wayne Wage Scale and the Federal Wage Scale; the higher wage scale should be followed.

The City of Fort Wayne

Board of Public Works and Safety

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Public Works and Safety that the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and **maintain** Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1985.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1987, a form will be included in bid documents requiring contractor to list name (s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS & SAFETY

Baron R. Biedenweg, Director
of Public Works

Cosette R. Simon, Director
of Administration and Finance

Lawrence D. Consalvos, Director
of Public Safety

PREFORMANCE AND GUARANTEE BOND

NOW ALL MEN BY THESE PRESENTS, that we _____ as Principal,
nd the _____, a corporation organize
) the laws of the State of _____, and duly authorized to transact busines
n the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of _____
_____
$_____), for the payment whereof well and truly to be made, the Principal
nd Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents. The condition of the above obligation
is such that

WHEREAS, the Principal did on the _____ day of _____, 19____, enter into
a contract with the City of Fort Wayne to construct

t (ost of $_____, according to certain plans and specifications prepared
- approved by the City.

HEREAS, the grant of authority by City to so construct such improvement provides:

. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;

. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;

Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, than this obligation shall be void, otherwise it shall remain in full force and effect.

_____
(Contractor)

BY: _____

ITS: _____

ATTEST:

_____

_____
(Title)

*If signed by an agent, power of attorney must be attached.

_____
Surety

BY: _____
Authorized Agent
(Attorney-in-Fact)

General Form No. 96a
Prescribed by the State
Board of Accounts of
Indiana

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947.

Submitted to_____

By_____ { A Corporation / A Co-partnership / An Individual

Address_____

OK FILE

_____ _____

Date submitted_____, 19____

Filed_____

_____

_____

_____

_____

Chapter 306

SENATE ENROLLED ACT No. 225

AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency.

(S. 225. Approved March 13th, 1947)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA: That, when any public building or any other public work or improvement of any character whatsoever is to be constructed, erected, altered or repaired at the expense of the State or at the expense of any county, city, town, township, school corporation, public utility owned or operated by any city of the second, third, fourth or fifth class by any town, or other political subdivision, or commission created by law, excepting the state highway commission of Indiana, and when the costs of such work or improvement will be two thousand dollars ($2.000.00) or more, it shall be the duty of such board, commission, trustee, officer or agent acting on behalf of the state, county, city, town, township, school corporation, public utility owned or operated by any city of the second, third, fourth or fifth class or by any town, or other political subdivision or commission created by law, excepting the state highway commission, to award a contract for such public work or improvement to the lowest and best bidder who submits a bid for the performance of such work or improvement. For the purpose of securing such bids, the state, county, city, town, township, school corporation, public utility owned or operated by any city of the second, third, fourth or fifth class or by any town, or other political subdivision or commission created by law, excepting the state highway commission, shall cause to be prepared and placed on file in the office of said unit of government, complete and detailed plans and specifications including full and complete drawings of the building or public improvement sought to be constructed, erected, altered or repaired: Provided, however, if any public building or any other public work or improvement as hereinbefore provided shall be estimated to cost less than two thousand dollars ($2.000.00), bids shall be invited from not less than three persons, firms or corporations, known to do or deal in this class of work, by mailing a notice thereof, not less than three days before the time fixed for receiving bids, that plans and specifications are on file in a certain office.

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars ($5.000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered.

Sec. 3. Upon the filing of said plans, specifications and drawings in the office of the board, commission, trustee, officer or agent, said aforementioned officer shall cause a notice to be published twice in the two (2) leading newspapers as now provided by law that drawings, plans and specifications are on file at said office and calling for sealed proposals for such work by a day fixed in said publication. The time to lapse between the date of publication and the date of receiving bids shall be governed by the size of the contemplated project in the discretion of the Board, commission, trustee, officer or agent causing the notice to be published but in no event will the lapsed time be more than six (6) weeks.

Sec. 4. All laws and parts of laws in conflict herewith are hereby repealed, and an act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work." Approved March 16, 1929, is hereby repealed.

Sec. 5. Whereas an emergency exists for the immediate taking effect of this act, the same shall be in full force and effect from and after its passage.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

C. E. RUSTON,
State Examiner

Submitted by_____ ☐ A Corporation ☐ A Co-partnership ☐ An Individual

Principal Office at_____

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name?_____
2. How many years experience in_____construction work has your organization had: (a) As a general contractor_____(b) As a sub-contractor_____
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER

4. Have you ever failed to complete any work awarded to you?_____If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract?_____If so, state name of individual, other organization and reason therefor_____

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?_____If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested?_____

8. For what corporations or individuals have you performed work, and to whom do you refer?

9. For what cities have you performed work and to whom do you refer?

10. For what counties have you performed work and to whom do you refer?

11. For what State bureaus or departments have you performed work and to whom do you refer?

12. Have you ever performed any work for the U. S. Government?
If so, when and to whom do you refer?

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

2. Explain your plan or layout for performing the proposed work

3. The work, if awarded to you, will have the personal supervision of whom?

*4. Do you intend to do the hauling on the proposed work with your own forces?
If so, give amount and type of equipment to be used

*5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased?_____

13. Do you propose to rent any equipment for this work?_____ If so, state type, quantity and reasons for renting_____

Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers_____

Dated at_____ this_____ day of_____, 19____

_____
(Name of Organization)

By_____

_____
(Title of Person Signing)

STATE OF_____
COUNTY OF_____ } ss:

_____ being duly sworn, deposes and says that he is

_____ of the above_____
(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this_____ day of_____, 19____

_____
Notary Public

My Commission expires_____

7. Do you intend to do the grading on the proposed work with your own forces?_____
If so, give type of equipment to be used_____

If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility_____

8. Do you intend to sublet any other portions of the work?_____ If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility_____

From which sub-contractors or agents do you expect to require a bond?_____

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

Contractor's Financial Statement

Submitted by _____ { ☐ A Corporation ☐ A Co-partnership ☐ An Individual

with principal office at _____

_____

Condition at close of business _____ 19___

	Dollars	Cts.
ASSETS		
1. Cash: (a) On hand $_____, (b) In bank $_____, (c) Elsewhere $_____		
2. Notes receivable (a) Due within 90 days		
(b) Due after 90 days		
(c) Past due		
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate		
(a) Amount receivable after deducting retainage		
(b) Retainage to date, due upon completion of contracts		
5. Accounts receivable from sources other than construction contracts		
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days		
(b) Recoverable after 90 days		
7. Interest accrued on loans, securities, etc.		
8. Real estate: (a) Used for business purposes		
(b) Not used for business purposes		
9. Stocks and bonds: (a) Listed—present market value		
(b) Unlisted—present value		
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)		
(b) Other materials (present value)		
11. Equipment, book value		
12. Furniture and fixtures, book value		
13. Other assets		
Total assets		
LIABILITIES		
1. Notes payable: (a) To banks regular		
(b) To banks for certified checks		
(c) To others for equipment obligations		
(d) To others exclusive of equipment obligations		
2. Accounts payable: (a) Not past due		
(b) Past due		
3. Real estate encumbrances		
4. Other liabilities		
5. Reserves		
6. Capital stock paid up: (a) Common		
(b) Common		
(c) Preferred		
(d) Preferred		
7. Surplus (net worth)		
Total liabilities		
CONTINGENT LIABILITIES		
1. Liability on notes receivable, discounted or sold		
2. Liability on accounts receivable, pledged, assigned or sold		
3. Liability as bondsman		
4. Liability as guarantor on contracts or on accounts of others		
5. Other contingent liabilities		
Total contingent liabilities		

DETAILS RELATIVE TO ASSETS

1 **Cash** (a) on hand ..... $ .....
(b) deposited in banks named below .....
(c) elsewhere—(state where) .....

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2* **Notes receivable** (a) due within 90 days ..... $ .....
(b) due after 90 days .....
(c) past due .....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? ..... If so, state amount, to whom, and reason .....

3* Accounts receivable from completed contracts exclusive of claims not approved for payment ..... $ .....

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged? ..... If so, state amount, to whom, and reason .....

4* Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
(a) Amount receivable after deducting retainage ..... $ .....
(b) Retainage to date due upon completion of contract .....

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged? ..... If so, state amount, to whom, and reason .....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

5* Accounts receivable not from construction contracts ..... $ .....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due ..... $ .....

6 Deposits with bids or otherwise as guarantees ..... $ .....

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. ..... $ .....

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate book value (a) Used for business purposes ..... $ .....
(b) Not used for business purposes .....

	DESCRIPTION OF PROPERTY	IMPROVEMENTS: NATURE OF IMPROVEMENTS	IMPROVEMENTS: BOOK VALUE	TOTAL BOOK VALUE
1				
2				
3				
4				
5				
6				
7				

	LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1				
2				
3				
4				
5				
6				
7				

* List separately each item accounting to 10 per cent or more of the total and combine the remainder.

9 Stocks and bonds: (a) Listed—present market value ..... $.....
(b) Unlisted—present value .....

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

	WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10 Materials in stock and not included in Item 4, Assets:
(a) For use on uncompleted contracts (present value) ..... $.....
(b) Other materials (present value) .....

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS

11* Equipment at book value ..... $.....

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? ..... If so, state total amount ..... $.....

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value ..... $

13 Other assets ..... $

DESCRIPTION	AMOUNT

TOTAL ASSETS $

DETAILS RELATIVE TO LIABILITIES

1 Notes payable
- (a) To banks, regular ..... $
- (b) To banks for certified checks .....
- (c) To others for equipment obligations .....
- (d) To others exclusive of equipment obligations .....

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2 Accounts payable
- (a) Not past due ..... $
- (b) Past due .....

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3 Real estate encumbrances (See Item 8, Assets) ..... $

4 Other liabilities ..... $

DESCRIPTION	AMOUNT

5 Reserves ..... $

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
$	$	$	$	$	$	$	$

6 Capital stock paid up
- (a) Common ..... $
- (b) Preferred .....

7 Surplus ..... $

TOTAL LIABILITIES $

If a corporation answer this:

Amount for which incorporated_____

Capital paid in cash_____ $_____

When incorporated_____

In what state_____

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

_____

_____

_____

_____

_____

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?_____

_____

If a co-partnership answer this:

Date of organization_____

State whether co-partnership is general, limited or association_____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____

The name of the partnership firm under which the above partners are operating is _____

_____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

_____

_____

_____

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submittor a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

_____

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

_____

_____

_____

Affidavit for Individual

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ (Applicant must sign here)

_____ day of _____ 19___

_____ Notary Public

Affidavit for Co-Partnership

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says

that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ (Member of firm must sign here)

_____ day of _____ 19___

_____ Notary Public

Affidavit for Corporation

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that he is

_____ of the _____, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ (Officer must sign here)

_____ day of _____ 19___

_____ Notary Public

... undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with All construction and maintenance awarded by the Board of Works, Allen County, Indiana for the months of January, February, March - 1987 in compliance with the provisions of CHAPTER # 319 of the Acts of the General Assembly of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

ALLEN COUNTY

CRAFT		HOURLY RATE	H & W	PEN	VAC	APPR	MISC	EXP. DATE
ASBESTOS WORKERS	1	18.45	1.32	2.23		.02		6/30/
BOILERMAKERS	1	18.83	1.475	1.90		.03		
BRICKLAYERS	1	17.43	1.05	1.25		.04	.34PR	5/31/
CARPENTER (BLDG.)	1	16.15	1.50	1.25		.02	.01PR .04IF	5/31/
" (HIWAY)	1	14.36	1.55	1.25		.05	.05ADMIN .04ICIAP	3/31/
CEMENT MASONS	1	14.15	1.00	1.00		.10	.05IF	5/31/
DRYWALL TAPER	1	14.10	1.30	1.00		.12	.16 uniform	5/31/
ELECTRICIAN	1	18.30	1.25	90¢+ 3%		.08	.01IF 5.75%PEN	5/31/
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%			7/7/8
GLAZIERS	1	16.69		.70	.53	.02		9/30/
IRON WORKER	1	14.45	2.25	2.00	.06		anuity3.00 .02IF	5/31/
LABORER (BLDG)	1	12.55	1.45	1.00		.09	.05IF	3/31/
" (HIWAY)	1	11.13	1.45	1.00		.09		3/31/
" (SEWER)	1	11.13	1.45	1.00		.09		3/31/
LATHER	1	16.15	1.50	1.25		.02	.01PR .04IF	5/31/
MILWRIGHT & PILEDRIVER	1	16.55	1.50	1.25		.02		5/31/
OPERATING ENGR. (BLDG)	1	17.60	1.25	1.80		.10	.04IF	5/31/
" " (HIWAY)	1	16.25	1.25	1.80		.14		3/31/8
" " (SEWER)	1	13.75	1.25	1.60		.10		3/31/8
PAINTER-BRUSH & ROLLER	1	14.10	1.30	1.00		.12	.16 uniform	5/31/8
" SPRAY & SANDBLAST	1	15.10	1.30	1.00		.12	.16 uniform	5/31/8
PLASTER	1	14.43	1.00	1.00		.10	.05IF	5/31/8
PLUMBER & STEAMFITTER	1	19.53	1.00	1.95		.07	.07IF	5/31/8
TILE & TERRAZZO FINISHERS GRINDERS & MECHANICS	1	14.75						5/31/8
ROOFERS	1	16.10	1.00	.50				5/31/8
SHEET METAL WORKER	1	17.10	1.59	1.92		.19	.62 sasmi .19IF .05cola	1/31/8
SPRINKLER FITTERS	1	18.03	1.70	1.60		.10		3/31/87
TEAMSTERS	SEE	ATTACHMENT						

If any CLASSIFICATIONS ARE OMMITED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE BE PAID the above and forgoing shall be minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 9th DAY OF January 1987

Sue Stone
REPRESENTING GOVERNOR OF INDIANA

Charles A. Bailey
REPRESENTING THE AWARDING AGENCY

Richard J Peck (sub)
REPRESENTING THE STATE AFL-CIO

TEAMSTERS BUILDING

Effective thru 6/30/87

Trucks under three (3) tons	$14.82 per hour
Trucks over three (3) tons	$14.92 per hour
Truck Driver Euclid/earthmover	$15.12 per hour
Health and Welfare	$66.70 per week
Pension	$61.00 per week

TEAMSTERS HIGHWAY

Effective thru 4/30/87

Teamsters trucks under three (3) tons .....$13.06 per hour

Teamsters trucks over three (3) tons .....$13.26 per hour

Tandem Tandem Trucks .....$13.31 per hour

Health & Welfare.....$53.50 per week

Pension .....$55.00 per week

STREET LIGHT ENGINEERING, CITY OF FORT WAYNE
BID ANALYSIS SHEET

BID TAB DATE: MARCH 12, 1987

PROJECT: KENWOOD AVE. - ANTHONY TO LEROY RES. NO: 185-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	ENG. EST. ($)	BIDDER: WEIKEL LINE UNIT COST ($)	WEIKEL LINE AMOUNT ($)	BIDDER: T & F CONST., INC. UNIT COST ($)	T & F CONST., INC. AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	JOHN DEHNER, INC. AMOUNT ($)	BIDDER: N. G. GILBERT UNIT COST ($)	N. G. GILBERT AMOUNT ($)
1	INSTL 16'BLK ALUM POLE W/ POLE SET	13	EA.	76.00	988.00	100.00	1300.00	124.74	1621.62	119.00	1547.00	100.00	1300.00
2	INSTALL TC 100R LUM AND LAMP	13	EA.	45.00	585.00	60.00	780.00	29.52	383.76	68.00	884.00	62.00	806.00
3	TRENCH IN EARTH 20" DEEP	926	LF.	1.20	1111.20	0.90	833.40	1.66	1537.16	1.38	1277.88	3.60	3333.60
4	BORE OR PUSH 1 1/2" TUBING	784	LF.	4.40	3449.60	5.00	3920.00	5.76	4515.84	6.33	4962.72	6.60	5174.40
5	INSTALL 2/C #6 IN TRENCH / CONDUIT	1900	LF.	0.50	950.00	0.35	665.00	0.62	1178.00	1.07	2033.00	0.70	1330.00
6	FINE GRADING, SEEDING AND MULCH	926	LF.	0.60	555.60	0.35	324.10	0.69	638.94	0.35	324.10	0.65	601.90
7	INSTALL 10' RISER SECTION & ELL	1	EA.	31.00	31.00	45.00	45.00	25.37	25.37	30.00	30.00	54.00	54.00
	SUB-TOTAL BID				7670.40		7867.50		9900.69		11058.70		12599.90
	MATERIALS FURNISHED BY CITY	1	EA.	6045.00	6045.00		6045.00		6045.00		6045.00		6045.00
	ENGINEERING & INSPECTION	1	EA.	2871.54	2871.54		2871.54		2871.54		2871.54		2871.54
	LABOR BY CITY FORCES	1	EA.	5815.00	5815.00		5815.00		5815.00		5815.00		5815.00
	ADVERTISING	1	EA.	40.00	40.00		40.00		40.00		40.00		40.00
				TOTAL:	$22,441.94	TOTAL:	$22,639.04	TOTAL:	$24,672.23	TOTAL:	$25,830.24	TOTAL:	$27,371.44
						% over	0.87%	% over	9.04%	% over	13.12%	% over	18.01%
						% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%

7571.

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Ornamental Street Lighting #185-87, Kenwood Avenue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Ornamental Street Lighting #185-87, Kenwood Avenue, is for an underground ornamental lighting system for Kenwood Avenue from North Anthony Blvd. to Leroy Avenue. The Weikel Line Company, Contractor. PRIOR APPROVAL RECEIVED ON 3/24/87. S-87-04-27

EFFECT OF PASSAGE Improved lighting conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $7,867.50

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Ornamental Street Lighting #185-87 - Kenwood Avenue, between the City of Fort Wayne, Indiana and The Weikel Line Co., Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Charles B. Redd	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
	THOMAS C. HENRY	
	BEN A. EISBART	
Samuel J. Talarico	SAMUEL J. TALARICO	

CONCURRED IN 4-28-87.

SANDRA E. KENNEDY
CITY CLERK